

Prepared by: Shapiro & Massey, L.L.P. J. Gary Massey, MSB No. 1920 1910 Lakeland Drive, Suite B Jackson, MS 39216 (601)981-9299 S&M File No. 07-0607	Return to: Shapiro & Massey, L.L.P. 1910 Lakeland Drive, Suite B Jackson, MS 39216 (601)981-9299 Loan No. XXXXXX7567
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INDEX: Lot 85 Sec B, Autumn Woods SD, Sec 19, t1S, R7W, DeSoto Co/MS

#### EXTENSION AND MODIFICATION AGREEMENT

This Loan Extension and Modification Agreement, made this 5th day of October, 2010, between Dale A. Spencer and Denise M. Spencer (Borrower), and REGIONS BANK D/B/A REGIONS MORTGAGE, SUCCESSOR BY MERGER TO UNION PLANTERS BANK, N.A., 7130 Goodlett Farms Parkway, A4W, Cordova, Tennessee 38016, 800-748-9498 Loss Mitigation Dept, (Lender), amends and supplements (1) Deed of Trust as a Modified Debt (the "Security Instrument") and (2) the Note secured by the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property" located at:

(See Exhibit A)

and recorded in Book 1308, at Page 56 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of October 1, 2010, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") in U.S. \$90,446.03 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The initial interest rate in effect from the date of this

Extension and Modification Agreement until September 1, 2040, is 5%, payable in monthly installments of principal and interest of \$485.53, plus an additional amount for the monthly escrow payment, if applicable, commencing on the first day of October, 2010, and continuing on the same day of each month thereafter until interest and principal is paid in full on September 1, 2040 (Maturity Date).

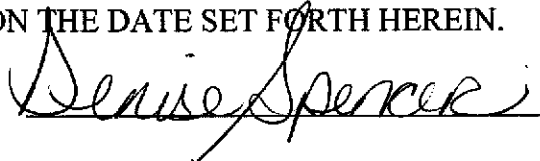
3. If all or any part of the Property or any interest in it is sold or transferred without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the borrower.

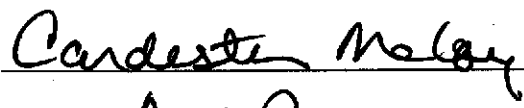

4. The Borrower also will comply with all other covenants, agreements to make all payments of taxes, insurance Premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.
5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this agreement.

WITNESS OUR SIGNATURE ON THE DATE SET FORTH HEREIN.

  
Dale A. and Denise Spencer



REGIONS BANK D/B/A REGIONS  
MORTGAGE, SUCCESSOR BY  
MERGER TO UNION PLANTERS  
BANK, N.A.

By:   
Its: 

STATE OF MISSISSIPPI  
COUNTY OF DeSoto

Personally appeared before me, ASHLEY N. HENDRICKS the undersigned Notary Public, in and for the State and County, hereby certify that Dale A. and Denise Spencer, acknowledged before me on this day that being informed of the contents of this agreement, executed the same voluntarily on this date.

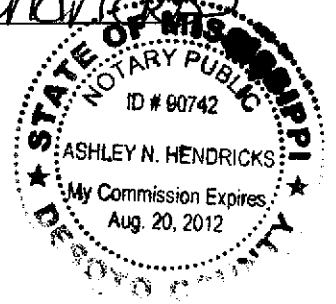
Given under my hand and notarial seal on this the 5 day of October, 2010.

Ashley N. Hendricks  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Aug. 20, 2012

STATE OF Tennessee  
COUNTY OF Shelby



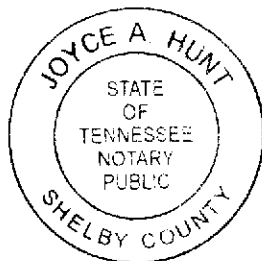
Personally appeared before me, Joyce A. Hunt, the undersigned Notary Public, in and for the State and County, hereby certify that Carter McKee, who is named as Asst Vice President REGIONS BANK D/B/A REGIONS MORTGAGE, SUCCESSOR BY MERGER TO UNION PLANTERS BANK, N.A., acknowledged before me on this day that being informed of the contents of this agreement, with full authority executed the same voluntarily for and as the act for Regions Mortgage on this date.

Given under my hand and notarial seal on this the 8th day of October, 2010.

Joyce A. Hunt  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

February 23, 2014



My Commission Expires February 23, 2014

(Exhibit A)

Lot 85 Sec B, Autumn Woods SD, Section 19, township1 South, Range 7 West, DeSoto County, Mississippi, a per Plat thereof recorded in Plat Book 35, Page 40, in the Office of the Chancery Clerk of DeSoto County, Mississippi.